

This instrument prepared by:
Juan J. Mayol, Jr., Esq.
Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131



CFN 2005R0734793
DR Bk 23575 Pgs 0176 - 181; (6pgs)
RECORDED 07/15/2005 10:49:13
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

A/28

(Space Above For Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owners hold the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" (the "North Parcel") and in Exhibit "B" (the "South Parcel"), attached hereto, and collectively referred to hereinafter as the "Property," and

IN ORDER TO ASSURE the **County** that representations made by the Owners during consideration of Public Hearing No. Z2004000424 (the "Application") will be abided by the Owners freely, voluntarily and without duress make the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

- (1) That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning and Zoning (the "Plans"), entitled "Country Club Towers Second Phase II", as prepared by Salvador M. Cruxent, Architect, dated signed and sealed the 31st day of January, 2005, consisting of eleven (11) sheets and landscape plans prepared by EGS2 Corp., dated signed and sealed the 17th day of February, 2005 and consisting of 8 sheets, except as modified to provide for compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, as described in paragraph four (4) below, said Plans being on file with the Department of Planning and Zoning, and by reference made a part of this agreement, as may be further modified at the public hearing on the Application.
- (2) That the new residential development of said Property shall not exceed a total of six hundred fifty-five (655) dwelling units comprising a maximum dwelling count of three hundred twenty (320) dwelling units existing on the North Parcel and three hundred thirty-five (335) dwelling units on the South Parcel.
- (3) That to the extent Severable Use Rights ("SURs") may be necessary to effectuate the Plans described in paragraph one (1) above, the Owners, its successors or assigns will purchase and apply the required SURs prior to obtaining final plat approval or to obtaining any building permits, whichever shall occur first.
- (4) That said Property shall be developed in compliance with all applicable landscaping regulations set forth in Chapter 18A of the Code of Miami-Dade County, Florida, being in full force and effect on the date this Declaration is recorded.
- (5) That the building located on the South Parcel entitled "Recreation/Gymnasium" on the Plans shall not utilized for any purpose other than as a community clubhouse/fitness

(Public Hearing)



- (6) That prior to final zoning inspection, the Owners, at their sole expense, shall provide and install two (2) bus stops in the public right-of-way along the Property, if approved by the Public Works Department, and/or on said Property at locations to be approved by the Miami-Dade Transit Department.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining

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to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost to the Owners following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.

Owners. The term Owners shall include the Owner(s), and their heirs, successors and assigns.

[Execution Pages Follow]

(Public Hearing)

Declaration of Restrictions

Page 5

Signed, witnessed, executed and acknowledged this 30th day of March, 2005.

Witnesses:

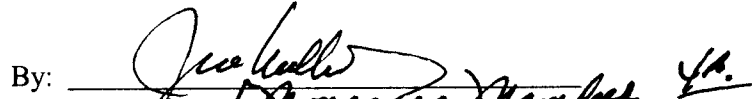


Print Name: REX M. BARKER



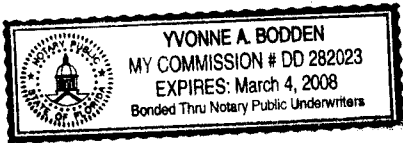
Print Name: Bennie Braggs


VILLAGE SHOPPING CENTER
TRUST, LLC, a Florida limited liability
company

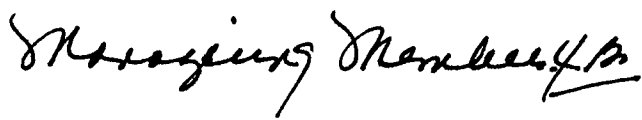
By: 
Jose Milton
3211 Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134

STATE OF FLORIDA) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as Registered Agent of Village Shopping Center Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.




Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____



Witnesses:

[Signature]
Print Name: REX H. BARKER

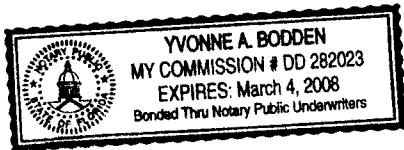
[Signature]
Print Name: Beatrice Figueiredo

COUNTRY CLUB TRUST, LLC, a
Florida limited liability company

By: [Signature]
Jose Milton
321 W Ponce De Leon Boulevard,
Suite 301
Coral Gables, Florida 33134
Managing Member 4B.

STATE OF FLORIDA) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by JOSE MILTON, as REGISTERED AGENT of Country Club Trust, LLC, a Florida limited liability company, who is personally known to me or produced a valid driver's license as identification.



[Signature]
Notary Public
Print Name: YVONNE A. BODDEN
My Commission Expires: _____

Serial No. (None, if blank): _____

Managing Member 4B.

(Public Hearing)

LEGAL DESCRIPTION
EXHIBIT "A"

TRACT "A", COUNTRY CLUB TOWERS SUBDIVISION, PLAT BOOK 117, PAGE 2,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND

TRACT "A", COUNTRY CLUB OF MIAMI VILLAGE CENTER, PLAT BOOK 99, PAGE 61,
PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND
ORIGINAL COPY OF THE PUBLIC RECORDS OF
DADE COUNTY, FLORIDA.
15 05
Johly
Shirley Withers-Robson
D.C.

MIAMI-DADE COUNTY
OPINION OF TITLE

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of a Declaration of Restrictions, it is hereby certified that I have examined those title policies issued by First American Title Insurance Company Commitments Nos. 1062-387648 and 1062-387663 (the "Commitments"), which Commitments cover the period from the BEGINNING through November 8, 2003, at 8:00 a.m.; and an Attorney's Title Insurance Fund computer title update which covers the period of time from the Commitments through April 22, 2005 at 11:00 p.m., inclusive, of the following described real property located and situated in Miami-Dade County, Florida:

TRACT "A" of COUNTRY CLUB OF MIAMI VILLAGE CENTER, according to the plat thereof, as recorded in Plat Book 99, Page 61, of the Public Records of Miami-Dade County, Florida. (Parcel 1); and

TRACT "A" of COUNTRY CLUB TOWERS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 117, Page 2, of the Public Records of Miami-Dade County, Florida (Parcel 2)

I am of the opinion that on the last mentioned date, the fee simple title to the above-described property was vested in:

Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

- (a) All taxes for the year 2001 and subsequent years.
- (b) Rights of persons other than the above owners who are in possession.
- (c) Facts that would be disclosed upon accurate survey.
- (d) Any unrecorded labor, mechanics' or materialmen's liens.
- (e) Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS: (As to Parcel 1)

- A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club of Miami Village Center recorded in Plat Book 99, Page 61 of the Public Records of Miami-Dade County, Florida.
- B. Reservations as set forth as items 6 and 7 in Warranty Deed filed January 11, 1974 and recorded in Official Records Book 8560, Page 1614 of the Public Records of Miami-Dade County, Florida.
- C. Right-of-Way Agreement in favor of Florida Power and Light Company, as recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.
- D. Protective Covenants recorded under Clerk's File No. 66R-139140 in Official Records Book 5196, Page 553, as modified by Amendment to Protective Covenants, filed June 30, 1971 recorded in Official Records Book 7280, Page 253, and as modified by Amendment to Protective Covenants filed May 24, 1973 and recorded in Official Records Book 8299, Page 169 of the Public Records of Miami-Dade County, Florida.
- E. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, as set forth in instrument(s), filed August 8, 1974 and recorded in Official Records Book 8750, Page 693, as assigned to Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed in March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.
- F. Easement(s) in favor of Florida Power and Light Company set forth in instrument(s), filed May 2, 1975 and recorded in Official Records Book 8978, Page 1059 of the Public Records of Miami-Dade County, Florida.
- G. Easement Agreement between United Property Management, Inc., as Grantor, and TCI TKR of South Florida, Inc., as Operator, filed January 10, 2002 and recorded in Official Records Book 20134, Page 882 of the Public Records of Miami-Dade County, Florida.
- H. The rights of tenants in possession, as tenants only, under unrecorded leases.
- I. Any lien as provided for the Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges by any water, sewer or gas systems supplying the lands described therein.

SPECIAL EXCEPTIONS (As to Parcel 2)

- A. Restrictions, dedications, conditions, reservations, easements and other matters as shown on the Plat of Country Club Towers Subdivision recorded in Plat Book 117, Page 2 of the Public Records of Miami-Dade County, Florida.
- B. Reservations as set forth as Items 6, 7 and 8 in Warranty Deed filed June 30, 1971 and recorded in Official Records Book 7280, Page 256 of the Public Records of Miami-Dade County, Florida.

- C. Right-of-Way Agreement in favor of Florida Power & Light Company recorded under Clerk's File No. DD-164830 of the Public Records of Miami-Dade County, Florida.
- D. Assignment of Rights and Leases filed April 26, 1996 and recorded in Official Records Book 17180, Page 939 of the Public Records of Miami-Dade County, Florida.
- E. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 597 of the Public Records of Miami-Dade County, Florida.
- F. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 604 of the Public Records of Miami-Dade County, Florida.
- G. Agreement with Metropolitan Dade County Board of County Commissioners recorded in Official Records Book 7397, Page 620 of the Public Records of Miami-Dade County, Florida.
- H. Easement(s) in favor of Sunshine Utilities, Inc., a Florida corporation, set forth in instrument(s) filed August 8, 1974 and recorded in Official records Book 8750, Page 693, as assigned to Miami-Dade County Water and Sewer Authority by Assignment and Quitclaim of Right-of-Way, Permits and Easements filed March 6, 1980 and recorded in Official Records Book 10678, Page 1952 of the Public Records of Miami-Dade County, Florida.
- I. Agreement for the Construction of water Facilities and for the Provision of Water Service filed January 16, 1981 and recorded in Official Records Book 10988, page 1684 of the Public Records of Miami-Dade County, Florida.
- J. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage filed January 16, 1981 and recorded in Official Records Book 10988, Page 1708 of the Public Records of Miami-Dade County, Florida.
- K. Grant of Easement in favor of Miami-Dade Water and Sewer Authority set forth in instrument(s) filed August 31, 1981 and recorded in Official Records Book 11200, Page 11299 of the Public Records of Miami-Dade County, Florida.
- L. Grant of Easement in favor of Storer Cable TV of Florida, Inc., a set forth in instrument(s) filed October 28, 1985 and recorded in Official Records Book 12681, Page 648 of the Public Records of Miami-Dade County, Florida.
- M. The rights of tenants in possession, as tenants only, under unrecorded lease.

**ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA.**

It is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Village Shopping Center Trust, LLC., a Florida limited liability company (Parcel 1)	Owners	
Country Club Trust, LLC., a Florida limited liability company (Parcel 2)		

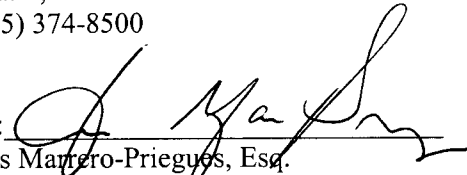
I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 17 day of May, 2005.

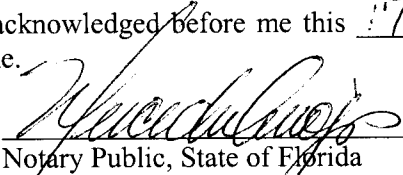
Very truly yours,

HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 374-8500

By: 
Ines Marrero-Priegues, Esq.
Florida Bar No.: 0864749

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17 day May, 2005, by
~~Juan J. Mayol, Jr.~~, who is personally known to me.
Ines Marrero-Priegues


Notary Public, State of Florida
My Name, Commission No. & Expiration:

2716091_v1

